

WARRANTY

***ZEPTEK INTERNATIONAL POLAND Sp. z o.o.** with registered office in Warsaw at ul. Domaniewska 37, entered in the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000107635, share capital of PLN 224,500 (hereinafter: the "Guarantor"), hereby guarantees good quality and proper functioning of the products sold by the Guarantor, subject to the exclusions of products or their parts specified in this Warranty Card, on conditions specified below.*

1. TERRITORIAL SCOPE OF WARRANTY PROTECTION

The Guarantor declares that this warranty is valid on the territory of European Union (excluding: Austria, Czech Republic, Croatia, Hungary, Latvia, Lithuania, Slovakia, Romania), UK, Norway, Monaco, Mexico, Republic of South Africa, Australia and New Zealand excluding dependent territories of the above mentioned states.

2. THE SUBJECT OF THE WARRANTY

a) The Guarantor guarantees the Buyer that it shall make repairs to the product or replace it with a defect-free item within the warranty period. Any defective products or their parts replaced with the new ones become the property of the Guarantor upon their replacement.

b) The Guarantor reserves the right to choose how the Buyer's rights under the warranty are to be exercised; moreover, the Guarantor may replace the product with a new one upon detecting a major defect or when the cost of repair exceeds the value of the product.

c) The warranty covers defects in material revealed during the use of the product, and defects resulting from faulty workmanship.

3. NOT COVERED BY WARRANTY

- Damage resulting from the use of the products in a manner inconsistent with the Instruction Manual, in particular mechanical, thermal damage, etc.;
- The product that bears traces of repair not performed by the Guarantor or by the authorised service technician of the Guarantor;
- Cosmetics, Oxy Spray, Hyperlight Fluid Fusion Complex.

4. WARRANTY PERIODS AND THE METHOD FOR CALCULATING DURATION

The warranty covers the following products or their parts and is granted for:

a) 24 months:

- Devices: Medolight, Medolight BluDoc; Color Therapy Filters, Fullerene glasses
- Halogen lights in BIOPTRON devices;
- Plastic and rubber parts.

(c) 60 months:

- BIOPTRON medical devices (Biopton MedAll, Biopton Pro1, Biopton 2);

The warranty period begins on the date of receipt of the product by the Buyer indicated in the shipping list or, in the case of purchase in a retail store, specified in the sales document.

5. TIME LIMIT FOR COMPLAINT HANDLING

a) In case of a confirmed defect or malfunction covered by the warranty, the Guarantor shall repair or replace the product with a new one within 21 days of the date on which the complained product was made available to the Seller.

b) The addresses of service points are available at: <http://www.bioptron.com/shop-legal/repair-centres> and on the e-mail address info@zepter.com

6. OTHER TERMS AND CONDITIONS OF THE WARRANTY

- The product may be accepted for repair only upon the submission of proof of purchase by the Buyer.
- The warranty repair applies only to the product in the original, intact packaging.
- The Guarantor reserves the right to refuse to repair dirty (not cleaned) products.
- The Guarantor reserves the right to make technical improvements and changes to the design.
- The Guarantor reserves the right to extend the time of repair if the required repairs cannot be made due to:
 - a) lack of spare parts on the territory of the Republic of Poland,
 - b) import restrictions of spare parts,
 - c) Unforeseen random circumstances preventing repairs;
 - d) Force majeure
 - e) sending the product for evaluation / opinion of the manufacturer about which the Guarantor is obliged to inform the Buyer

- This warranty does not exclude, limit or suspend the Buyer's rights under the implied warranty, (Consumer Rights Act of 30 May 2014, Dz. U. [Journal of Laws] of 2014, item 827, and the Act on the Amendment of the Civil Code, Dz. U. of 2014, item 121).

7. RECOMMENDATIONS OF THE GUARANTOR

- Prior to using the product please read the Instruction Manual carefully, in particular the section pertaining to the safety of use and maintenance.
- The Guarantor recommends that the Buyer should keep the original packaging of the product in order to use it in case of the need to deliver the product to a service point. In the absence of the original packaging, the Buyer is obliged to provide a proper packaging for the complained product, whereby the liability for any destruction of or damage to the product resulting from its improper packaging shall be borne solely by the Buyer.